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**SECOND OMNIBUS MODIFICATION TO PROMISSORY NOTE AND CREDIT
AND SECURITY AGREEMENT**

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THIS SECOND OMNIBUS MODIFICATION TO PROMISSORY NOTE AND CREDIT AND SECURITY AGREEMENT (this "Amendment") is made and entered into as of February 24, 2012, by and among the REPUBLICAN NATIONAL COMMITTEE, an unincorporated association with an office and principal place of business at 310 First Street, SE, Washington, D.C. 20003 ("Borrower") and BRANCH BANKING AND TRUST COMPANY, a North Carolina corporation with offices at 1909 K Street, NW, Washington, DC 20006 ("Lender").

WITNESSETH:

WHEREAS, Borrower executed and delivered to Lender that certain Promissory Note in the original principal amount of Five Million and No/100 Dollars (\$5,000,000.00) (the "Loan") dated August 30, 2010 (the "Note"), which Note and the indebtedness evidenced thereby or otherwise payable under the Loan Documents (as defined below) (the "Indebtedness"), is secured by that certain Credit and Security Agreement (the "Credit Agreement"), between Borrower and Lender dated August 30, 2010.

WHEREAS, the Note, the Credit Agreement and the Loan Documents were modified and amended pursuant to that certain Omnibus Modification to Promissory Note and Credit and Security Agreement (the "First Modification") dated February 16, 2011, by and between Borrower and Lender, pursuant to which the Maturity Date (as such term is defined in the Loan Documents) was extended and modified, the rate at which interest accrues on the outstanding principal balance under the Note was modified, and certain other modifications and amendments were made to the Loan.

WHEREAS, the Note, the Credit Agreement, the First Modification, this Amendment, and all other documents evidencing, securing, guaranteeing, indemnifying or governing the Indebtedness, if any, are hereinafter collectively referred to as the "Loan Documents").

WHEREAS, Borrower has requested that Lender agree to certain additional modifications and amendments to the Loan and the Loan Documents (collectively, the "Additional Loan Modification"), and Lender has agreed to such Additional Loan Modification, as more particularly set forth herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the matters described in the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby represent, warrant, covenant and agree as follows:

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